

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

AMERIPRISE FINANCIAL, INC.,

PLAINTIFF,

-AGAINST-

OPPENHEIMERFUNDS DISTRIBUTOR,
INC.

DEFENDANT.

Case No. 07 CV 8451

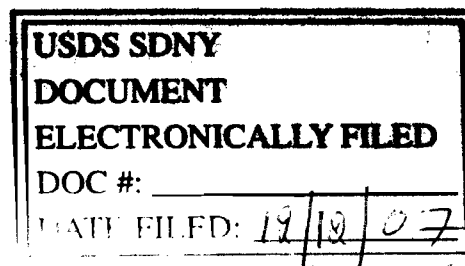
ECF Case

Judge Lewis A. Kaplan

**ORDER UPON CONSENT OF ENTRY OF PERMANENT INJUNCTION AND
VOLUNTARY DISMISSAL WITH PREJUDICE**

Upon the consent of Plaintiff Ameriprise Financial, Inc., ("Ameriprise") and Defendant OppenheimerFunds Distributor, Inc. ("Oppenheimer"), the Court issues the following Stipulation and Order of Dismissal ("Order"):

1. This is a copyright infringement action under Title 17, United States Code, § 101 et seq., filed by Ameriprise against Oppenheimer based on the Ameriprise's United States Copyright Registration No. TXu 1-289-710 for its publication, *The Dream Book*, and its related materials, which Ameriprise asserts Oppenheimer infringed with its publication, entitled *Envision Your Retirement* (recently renamed *Picture Your Retirement*, but hereinafter referred to as "*Envision Your Retirement*"), and its related materials, including the electronic version of such publication.



2. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

3. Venue is proper in this District under 28 U.S.C. §§ 1391(b) and (c) and 1400(a).

4. Ameriprise and Oppenheimer have entered into a Settlement Agreement, which is attached as Exhibit A to this Order. Ameriprise and Oppenheimer agree that the Settlement Agreement shall be incorporated herein and made a part hereof, and that the Court shall retain jurisdiction over the enforcement of the Settlement Agreement.

5. Oppenheimer, on its behalf and on behalf of its affiliates, subsidiaries, officers, directors, employees, agents, representatives, successors, assigns, and any and all persons acting or claiming to act on its or their behalf or under its or their direction or authority, and all persons acting in concert or participation with Oppenheimer with respect to the development, manufacture and/or distribution of *Envision Your Retirement* (including any new entities with any of the same owners, officers, or employees) (collectively, the "Oppenheimer Parties"), agrees to cease and desist with their distribution of the advisor version of *Envision Your Retirement*, upon the first to occur of: (a) distribution of 1667 copies, in the aggregate, in the months of November and December 2007; and (b) December 31, 2007, 5 p.m. Eastern Standard Time.

6. The Oppenheimer Parties agree to immediately cease and desist with their distribution of the consumer/client version of *Envision Your Retirement* upon the first to occur

of: (a) distribution of 4333 copies, in the aggregate, in the months of November and December 2007; and (b) December 31, 2007, 5 p.m. Eastern Standard Time.

7. The Oppenheimer Parties agree to cease and desist with their use and promotion of the electronic version of the publication, and shall immediately remove and/or disable: (a) any links to such electronic version; and (b) the electronic version of the publication itself. Upon receipt of written notice as set forth in paragraphs 4 and 5 of the Settlement Agreement, or otherwise upon obtaining actual knowledge of any internet archival sites providing access to an electronic version of the publication, as set forth in paragraphs 4 and 5 of the Settlement Agreement, the Oppenheimer Parties agree to use their best efforts to cause such archival sites to disable access to any links permitting access to the electronic version.

8. The Oppenheimer Parties agree to not: (a) manufacture, import, sell, offer for sale, advertise, market, and/or distribute the *Envision Your Retirement* publication or any material that is substantially similar to the *Envision Your Retirement* publication as a whole, including without limitation the electronic version, or *The Dream Book* guide; and (ii) aid, assist or encourage any other entity in the manufacture, importation, sale, offering for sale, advertising, marketing and/or distribution of the *Envision Your Retirement* publication or any material that is substantially similar to the *Envision Your Retirement* publication as a whole, including without limitation the electronic version, or *The Dream Book* guide.

9. Ameriprise consents to the dismissal with prejudice of its claims in this action.

10. Ameriprise and Oppenheimer agree to bear their own costs and attorneys' fees.

* * *

WHEREFORE IT IS ORDERED as follows:

1. The Oppenheimer Parties are permanently enjoined from their distribution of the advisor version of *Envision Your Retirement*, upon the first to occur of: (a) distribution of 1667 copies, in the aggregate, in the months of November and December 2007; and (b) December 31, 2007, 5 p.m. Eastern Standard Time.

2. The Oppenheimer Parties are permanently enjoined from their distribution of the consumer/client version of *Envision Your Retirement* upon the first to occur of: (a) distribution of 4333 copies, in the aggregate, in the months of November and December 2007; and (b) December 31, 2007, 5 p.m. Eastern Standard Time.

3. The Oppenheimer Parties are permanently enjoined from their use and promotion of the electronic version of the publication and shall immediately remove and/or disable: (a) any links to such electronic version; and (b) the electronic version of the publication itself. Oppenheimer shall use its best efforts to cause any and all internet archival sites known to provide access to the electronic version of the publication to disable said access, upon receipt of written notice or actual knowledge as set forth in paragraphs 4 and 5 of the Settlement Agreement.

4. The Oppenheimer Parties are permanently enjoined from: (a) manufacturing, importing, selling, offering for sale, advertising, marketing, and/or distributing the *Envision Your Retirement* publication and any material that is substantially similar to the *Envision Your Retirement* publication as a whole, including without limitation the electronic version of the publication, or *The Dream Book* guide; and (b) aiding, assisting or encouraging any other entity in the manufacture, importation, sale, offering for sale, advertising, marketing and/or distribution of the *Envision Your Retirement* publication or any material that is substantially similar to the *Envision Your Retirement* publication as a whole, including without limitation the electronic version of the publication, or *The Dream Book* guide.

5. On or before December 31, 2007, Oppenheimer shall provide Ameriprise's counsel with a written affidavit in the form attached as Exhibit 1 to Exhibit A ("Affidavit"), specifying the number of copies of *Envision Your Retirement* that have been distributed by Oppenheimer, in accordance with Paragraphs 1 and 2 of this Order. Additionally, the Affidavit shall either (a) confirm that Oppenheimer will furnish Ameriprise's counsel with any remaining copies of *Envision Your Retirement* that have not been distributed as of December 31, 2007, or (b) confirm that a Certificate of Destruction in the form of Exhibit 2 to Exhibit A will be furnished to Ameriprise's counsel. The physical copies of *Envision Your Retirement* or the Certificate of Destruction shall be delivered to the offices of Ameriprise's counsel in New York on or before January 7, 2008. Finally, the Affidavit shall also confirm that Oppenheimer has taken down and deactivated all links to the electronic version of the publication, and instructed any known internet archival sites to disable access to any links to the electronic version of the publication. If additional internet archival sites providing access to the electronic version of the publication are identified in the future, Oppenheimer agrees to use its best efforts to cause said internet archival sites to disable access to any links to the electronic version of the publication, upon receipt of written notice or actual knowledge as set forth in paragraphs 4 and 5 of the Settlement Agreement. Oppenheimer also agrees to certify that to the best of its knowledge it is unaware of any additional internet archival sites allowing access to the electronic version of the publication other than those receiving instructions to remove access to the electronic version of the publication.

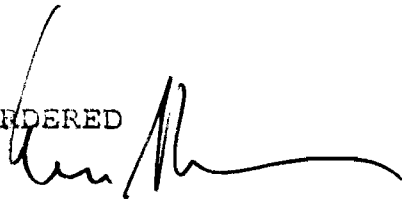
6. The claims asserted by Ameriprise against Oppenheimer, filed September 28, 2007 are dismissed with prejudice.

7. Ameriprise and Oppenheimer shall each bear their own costs and fees, including, without limitation attorneys' fees.

8. This Court shall retain jurisdiction over the parties and this matter for the purposes of enforcing the Order and the Settlement Agreement as set forth in this Order.

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12/10/07 SO ORDERED

LEWIS A. KAPLAN, USDJ